

Schweet Linde & Coulson, PLLC
575 S. Michigan St.
Seattle, WA 98108
P: (206) 275-1010
F: (206) 381-0101

Honorable Judge Marc Barreca
Hearing Location: ZOOM.GOV
Hearing Date: August 10, 2022
Hearing Time: 10:00 a.m.
Response Due: August 3, 2022

IN THE UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

In re

TIMOTHY DONALD EYMAN,

Debtor.

Case No.: 18-14536-MLB

DECLARATION OF TRUSTEE VIRGINIA
BURDETTE IN SUPPORT OF MOTION TO
APPROVE SETTLEMENT, ALLOW
ABANDONMENT OF PROPERTY, AND
AUTHORIZE SALE OF REAL PROPERTY
FREE AND CLEAR OF LIENS AND
OTHER INTERESTS

Virginia Burdette declares, under penalty of perjury:

1. I am the duly appointed Trustee in this Chapter 7 case. I am over the age of eighteen and competent to make the following declaration based on my personal knowledge.
2. I was granted leave to intervene in Adversary Proceeding number 21-04041 on January 11, 2022.
3. Following this Court's ruling on the State's and Trustee's Motions for Summary Judgment, all of the parties to the Adversary Proceeding agreed to mediate the issues in the Adversary Proceeding through the Thomas T. Glover mediation program.

DECLARATION OF BURDETTE – 1

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- 1 4. As a result of mediation, a Settlement Agreement was in good faith agreed upon and signed
2 by the State of Washington, myself as Trustee, Karen Eyman (n/k/a Karen Williams),
3 Debtor Timothy Eyman, and Goodstein Law Group (GLG), collectively “the Parties.”
- 4 5. Each of the Parties was either a law firm or represented by independent counsel at
5 mediation, and the terms negotiated were at an arms-length through several rounds of
6 mediation.
- 7 6. A copy of the Settlement Agreement and its exhibits is attached hereto as **Exhibit 1**.
- 8 7. As part of the Settlement Agreement, I have agreed to abandon certain property, which is
9 listed in Exhibit A to the Settlement Agreement. Most of the property was listed as exempt
10 in the Debtor’s schedules.
- 11 8. As part of the Settlement Agreement, I have agreed to sell real property known as 11913
12 59th Avenue West, Mukilteo, Washington, Tax Parcel Number 00834700000500 (referred to as the
13 “Mukilteo house” in the motion and the Settlement Agreement) to Karen Eyman for the purchase
14 price of \$906,484.00, free and clear of liens and other interests. The terms of the sale are set forth
15 in an agreed Residential Purchase and Sale Agreement. A fully executed copy of the Residential
16 Purchase and Sale Agreement and its exhibits is attached hereto as **Exhibit 2**.
- 17 9. I have obtained a litigation guarantee in anticipation of seeking authorization to of this court to sell
18 the Mukilteo house. A true and correct copy of that document is attached hereto as **Exhibit 3**.
- 19 10. In my opinion, the Settlement Agreement that I have reached with the Parties is reasonable
20 and is in the best interest of the bankruptcy estate. The agreement will allow a prompt sale
21 of the principal asset in the Estate for a price that I believe represents the best price I could
22 expect, adjusted for certain administrative fees and costs that the Estate will not have to
23 incur as a result of the settlement.
- 24 11. In my opinion, the abandonment of the specified property listed in Exhibit A to Exhibit 1
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26

DECLARATION OF BURDETTE – 2

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1 attached hereto is in the best interest of the Estate because much of the property was listed
2 as exempt and would be beyond my reach to liquidate. The remaining property would be
3 burdensome to liquidate and likely result in an inconsequential benefit to the Estate. The
4 value in the assets was taken into consideration when I negotiated the Settlement
5 Agreement.

6 12. The Settlement requires that I seek this Court's approval of the Settlement Agreement,
7 approval of my request to abandon certain property, and authorization to sell the specified
8 real property to Karen Eyman.
9

10 Signed under penalty of perjury this 24 day of June, 2022.

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14 Virginia Burdette, Chapter 7 Trustee
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